

DENIS M. VANNIER, OSB No. 044406
Senior Deputy City Attorney
denis.vannier@portlandoregon.gov
NAOMI SHEFFIELD, OSB No. 170601
Chief Deputy City Attorney
naomi.sheffield@portlandoregon.gov
Portland City Attorney's Office
1221 SW 4th Ave., Rm. 430
Portland, OR 97204
Telephone: (503) 823-4047
Facsimile: (503) 823-3089
Of Attorneys for Defendant City of Portland

UNITED STATES DISTRICT COURT
DISTRICT OF OREGON
PORTLAND DIVISION

INDEX NEWSPAPERS LLC, a Washington limited-liability company, dba **PORTLAND MERCURY**; **DOUG BROWN**; **BRIAN CONLEY**; **MATHIEU LEWIS-ROLLAND**; **KAT MAHONEY**; **SERGIO OLMOS**; **JOHN RUDOFF**; **ALEX MILAN TRACY**; **TUCK WOODSTOCK**; **JUSTIN YAU**; and those similarly situated,

Plaintiffs,

v.

CITY OF PORTLAND, a municipal corporation; **JOHN DOES 1-60**, officers of Portland Police Bureau and other agencies working in concert; and **JOHN DOES 61-200**, federal agents,

Defendants.

Case No. 3:20-cv-1035-SI

NOTICE OF SETTLEMENT

Pursuant to ORS 17.095, defendant City of Portland notifies this court that all claims between plaintiffs and defendants City of Portland and John Does 1-60 have been settled pursuant to the terms of a Release and Hold Harmless Agreement, a copy of which is attached hereto as **Exhibit 1**.

DATED: March 11, 2025

Respectfully submitted,

/s/ Denis M. Vannier

DENIS M. VANNIER, OSB No. 044406

Senior Deputy City Attorney

denis.vannier@portlandoregon.gov

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Of Attorneys for Defendant City of Portland

RELEASE AND HOLD HARMLESS AGREEMENT

I

FOR THE SOLE CONSIDERATION of the sum of \$938,327.64 and the conditions stated in Paragraphs III and IV of the present Release and Hold Harmless Agreement (“Agreement”), the undersigned Doug Brown, Brian Conley, Mathieu Lewis-Rolland, Kat Mahoney, Sergio Olmos, John Rudoff, Alex Milan Tracy, Tuck Woodstock, and Justin Yau (together, “Plaintiffs”) hereby release and forever discharge the City of Portland, its agents, officers, employees, officials, and all other persons, firms, or corporations (hereafter “the City of Portland”) from any and all claims for damages and/or injuries relating, pertaining, and/or connected to the incidents that occurred in connection with the 2020 protests in Portland, Oregon, which are further alleged and described in the Third Amended Complaint filed on October 11, 2022, by plaintiffs (“Incidents”) in the case of *Index Newspapers LLC, et al. v. City of Portland, et al.*, United States District Court in the District of Oregon Case No. 3:20-cv-1035-SI (“Lawsuit”).

II

IT IS UNDERSTOOD AND AGREED that the \$938,327.64 payment from the City of Portland to Plaintiffs under Paragraph I of this Agreement consists of \$396,000 in damages (representing \$44,000.00 in damages to each of the nine undersigned individual Plaintiffs for physical injuries and emotional distress) plus \$542,327.64 in attorney fees and costs.

III

IT IS FURTHER UNDERSTOOD AND AGREED that, pursuant to this Agreement, the City of Portland will make no material deletion to Portland Police Bureau Directive 635.10, section 11.2, through December 31, 2028, unless intervening changes in state or federal law require amendment.

IV

IT IS FURTHER UNDERSTOOD AND AGREED that, pursuant to this Agreement, by no later than ten (10) days of the execution of this Agreement, the City of Portland will destroy all documents produced by Plaintiffs in this Litigation pursuant to the terms of the Court’s Protective Order.

V

IT IS FURTHER UNDERSTOOD AND AGREED that the consideration made to the undersigned under this Agreement is not to be construed as an admission of liability. The City of Portland expressly denies liability to the undersigned or any other person for injuries or damages arising out of the aforementioned Incidents.

VI

IT IS FURTHER UNDERSTOOD AND AGREED that this Agreement releases the City of Portland from any and all claims arising out of the above-described causes of action and from claims against the proceeds of said action including, but not limited to, medical liens, hospital liens, Social Security Administration liens, Medicare liens, workers' compensation liens, liens of the State of Oregon Department of Human Services, and all other liens against the above-described causes of action at the time of execution hereof.

VII

A. The Parties also acknowledge that any Medicare and Medicaid interest payable under this Agreement shall be the sole and exclusive responsibility of Plaintiffs. Plaintiffs agree that the duties stated in this paragraph are non-delegable and that failure to perform such duties shall provide the City of Portland with a right to recover any monies paid due to the failure to satisfy Medicare's interests, including any additional expenses incurred and attorney fees. The Parties acknowledge and understand that the City of Portland will report any payment to a Medicare beneficiary in settlement of a claim under a liability insurance policy or self-Insurance to Medicare.

B. Plaintiffs agree and warrant that they will satisfy any and all applicable Medicare, Medicaid, DHS, OHP, and private insurer liens and third-party claims prior to receiving any portion of the settlement payment set forth in Paragraph I from their attorney. More specifically, with respect to the interests of Medicare and the Centers for Medicare and Medicaid Services ("CMS"), Plaintiffs represent and warrant that they have received no notice from Medicare/CMS asserting the rights to any conditional payments relating to the past medical care and treatment of Plaintiffs. If Plaintiffs fail to satisfy such liens, Plaintiffs shall defend and indemnify the City of Portland, its agents, officers, employees, officials, and all other persons, firms, corporations, or other entities from any and all claims arising out of such failure.

C. If applicable, Plaintiffs shall provide a final payment letter indicating that the interests of CMS have been resolved prior to receiving any portion of the settlement payment set forth in section I above.

D. In consideration of the payments set forth in this Agreement, Plaintiffs waive, release, and forever discharge the City of Portland from any obligations for any claim, known or unknown, arising out of the failure of the City of Portland to provide for a primary payment or appropriate reimbursement pursuant to 42 U.S.C. § 1395y(b)(3)(A).

E. Plaintiffs understand this settlement may impact, limit, or preclude their right or ability to receive future Medicare/CMS benefits arising out of the injuries alleged, and nevertheless wish to proceed with the settlement.

F. The parties have attempted to resolve this matter in compliance with both state and federal law and have considered Medicare's interests. Plaintiffs have concluded that a Medicare Set-Aside ("MSA") is not required or appropriate in this matter. It is not the intention of the parties to shift responsibility for payment of future medical expenses to Medicare pursuant to 42 U.S.C. § 1395y(b) or the Federal Government.

G. Should any person or entity not a party hereto challenge the validity of this Agreement or any term thereof, pursue recovery of monies from the City of Portland, or bring a claim or claims against the City of Portland arising out of 42 U.S.C. § 1395y(b) related to payment for items or services related to the injuries claimed in this Lawsuit, Plaintiffs shall provide to the City of Portland such cooperation and assistance as the City of Portland may reasonably request in order to resist such a challenge or defend such a claim.

VIII

THE UNDERSIGNED AGREE AND WARRANT that all expenses incurred to date or which will be incurred in the future, which are related in any way to claims being released herein, have either been paid or will be paid from the proceeds of this settlement, and that Plaintiffs will hold the City of Portland, its agents, employees, and assigns harmless from any claim for any such expense whenever incurred and, if any suit is filed against the City of Portland to collect such claim, Plaintiffs will accept the tender of defense of any such claim, defend it at their expense and pay any judgment entered therein, and agree to compensate the City of Portland for any expense or liability incurred as a result of the filing of such suit.

IX

THE UNDERSIGNED HEREBY DECLARE that they have read this Agreement and that it is fully understood and voluntarily accepted for the purpose of making a full and complete settlement and compromise of any and all claims arising out of the above-described Incidents, in whatever legal form or theory they might assert, whether disputed or otherwise, and in particular including, but not limited to, those matters set forth in the Complaint of Plaintiffs in the United States District Court of the District of Oregon entitled:

UNITED STATES DISTRICT COURT

DISTRICT OF OREGON

PORTLAND DIVISION

INDEX NEWSPAPERS LLC, a Washington limited-liability company, dba **PORTLAND MERCURY**; **DOUG BROWN**; **BRIAN CONLEY**; **SAM GEHRKE**; **MATHIEU LEWIS-ROLLAND**; **KAT MAHONEY**; **SERGIO OLMOS**; **JOHN RUDOFF**; **ALEX MILAN TRACY**; **TUCK WOODSTOCK**; **JUSTIN YAU**; and those similarly situated,

Case No. 3:20-cv-1035-SI

**CLASS ACTION ALLEGATION
THIRD AMENDED COMPLAINT**

DEMAND FOR JURY TRIAL

Plaintiffs,

v.

CITY OF PORTLAND, a municipal corporation; **JOHN DOES 1-60**, officers of Portland Police Bureau and other agencies working in concert; and **JOHN DOES 61-200**, federal agents,

Defendants.

X

IT IS EXPRESSLY UNDERSTOOD AND AGREED that this Agreement is intended to, and does, cover not only all known losses and damages, but any further losses and damages not now known or anticipated which may later develop or be discovered including all effects and consequences thereof.

XI

THE TERMS SET FORTH HEREIN are contractual and not a mere recital.

XII

IT IS FURTHER UNDERSTOOD AND AGREED that this Agreement releases any and all claims for nondisclosure, fraud or misrepresentation and any and all claims for nondisclosure, fraud or misrepresentation in the inducement of this Agreement.

XIII

THE UNDERSIGNED FURTHER STIPULATE AND AGREE that the above claims against the City of Portland may be dismissed with prejudice and without costs or attorney's fees to any party.

DATED 01/22/2025

Douglas P Brown
Doug Brown

DATED _____

Brian Conley

DATED _____

Mathieu Lewis-Rolland

DATED _____

Kat Mahoney

v.

CITY OF PORTLAND, a municipal corporation; **JOHN DOES 1-60**, officers of Portland Police Bureau and other agencies working in concert; and **JOHN DOES 61-200**, federal agents,

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DATED _____



Brian Conley

DATED _____

Mathieu Lewis-Rolland

DATED _____

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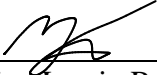
DATED _____

Doug Brown

DATED _____

Brian Conley

DATED 2 - 9 - 2 0 2 5



Mathieu Lewis-Rolland

DATED _____

Kat Mahoney

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Doug Brown


DATED _____

Brian Conley

DATED _____

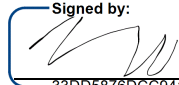
Mathieu Lewis-Rolland

DATED _____



Kat Mahoney

DATED 2/9/2025

Signed by:

335D5876DCC941A...
Sergio Olmos

DATED _____

John Rudoff

DATED _____

Alex Milan Tracy

DATED _____

Tuck Woodstock

DATED _____

Justin Yau

DATED _____

[INSERT NAME]
Deputy Chief Administrative Officer
City of Portland

APPROVED AS TO FORM:

Matthew Borden
Attorney for Plaintiffs

Denis M. Vannier
Attorney for City of Portland

DATED _____

Sergio Olmos

DATED Jan 22, 2025

John Rudoff

DATED _____

Alex Milan Tracy

DATED _____

Tuck Woodstock

DATED _____

Justin Yau

DATED _____

[INSERT NAME]
Deputy Chief Administrative Officer
City of Portland

APPROVED AS TO FORM:

Matthew Borden
Attorney for Plaintiffs

Denis M. Vannier
Attorney for City of Portland

DATED _____

Sergio Olmos

DATED _____

John Rudoff

DATED _____

Alex Milan Tracy Digitally signed by Alex Milan
Tracy
Date: 2025.01.22 11:25:08 -08'00'
Alex Milan Tracy

DATED _____

Tuck Woodstock

DATED _____

Justin Yau

DATED _____

[INSERT NAME]
Deputy Chief Administrative Officer
City of Portland

APPROVED AS TO FORM:

Matthew Borden
Attorney for Plaintiffs

Denis M. Vannier
Attorney for City of Portland

DATED _____

Sergio Olmos

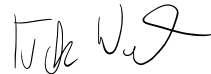
DATED _____

John Rudoff

DATED _____

Alex Milan Tracy

DATED _____



Tuck Woodstock

DATED _____

Justin Yau

DATED _____

[INSERT NAME]
Deputy Chief Administrative Officer
City of Portland

APPROVED AS TO FORM:

Matthew Borden
Attorney for Plaintiffs

Denis M. Vannier
Attorney for City of Portland

DATED _____

Sergio Olmos

DATED _____

John Rudoff

DATED _____

Alex Milan Tracy

DATED _____

Tuck Woodstock

DATED January 23, 2025

Justin Yau
Justin Yau

DATED _____

[INSERT NAME]
Deputy Chief Administrative Officer
City of Portland

APPROVED AS TO FORM:

Matthew Borden
Attorney for Plaintiffs

Denis M. Vannier
Attorney for City of Portland

DATED _____

Sergio Olmos

DATED _____

John Rudoff

DATED _____

Alex Milan Tracy

DATED _____

Tuck Woodstock

DATED _____

Justin Yau

DATED March 5, 2025

Patrick Hughes

Patrick Hughes
Risk Manager
City of Portland

APPROVED AS TO FORM:

Matthew Borden
Attorney for Plaintiffs



Denis M. Vannier
Attorney for City of Portland

DATED _____

Sergio Olmos

DATED _____

John Rudoff

DATED _____

Alex Milan Tracy

DATED _____

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Justin Yau

DATED _____

[INSERT NAME]
Deputy Chief Administrative Officer
City of Portland

APPROVED AS TO FORM:



Matthew Borden
Attorney for Plaintiffs

Denis M. Vannier
Attorney for City of Portland